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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.M.C. 7833/2024**

NITIN SHARMA & ORS.

.....Petitioners

Through: Mr. Ishwar Singh & Mr. Gyan
Chandra, Advocates.

versus

STATE OF DELHI & ANR.

.....Respondents

Through: Ms. Shubhi Gupta, APP for the State
with SI Promod Kumar.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **04.10.2024**

CRL.M.A. 29906/2024

Exemption granted, subject to just exceptions.

The application stands disposed-of.

Crl. M.C. 7833/2024

By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners, who are the former husband and in-laws of the complainant/respondent No. 2, seek quashing of case FIR No. 186/2021 dated 10.04.2021 registered under sections 498-A/406/34 of the Indian Penal Code, 1860 ('IPC') at P.S.: Farsh Bazar, Delhi. Consequent upon completion of investigation, an allegation under section 354 IPC was added *vide* chargesheet dated 14.10.2022.

2. The petition is premised on Memorandum of Understanding dated 30.11.2023; and Divorce Decree dated 15.03.2024, which is the culmination of petitions under sections 13B(1) and 13B(2) of the



Hindu Marriage Act 1955, whereby the parties had sought dissolution of their marriage by mutual consent.

3. The petition is supported by affidavits of the petitioners, as also of respondent No. 2, alongwith proof of their IDs.
4. The petitioners as well as respondent No. 2 are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
5. The parties have confirmed that 01 child, viz Master Pulkit, was born from the wedlock, who is minor as of date.
6. No appeal is stated to have been filed from the divorce decree.
7. The court has queried respondent No. 2, who confirms that she has taken divorce by mutual consent; and that a memorandum of understanding has been entered into between the parties; and that in full-and-final settlement of all her claims including towards maintenance (past, present and future), *stridhan*, dowry articles, jewellery, permanent alimony, etc., she was to receive a sum of Rs.4,00,000/- (Rupees Four Lacs Only) from petitioner No. 1; out of which Rs. 3,50,000/- was paid earlier and Rs. 50,000/- has been paid in court today, in compliance of the terms of the memorandum of understanding. Respondent No. 2 confirms that all aspects of the settlement have now been performed.
8. Ms. Shubhi Gupta, learned APP confirms that the State has no objection to the subject FIR being quashed.
9. In the circumstances, in line with the law laid down by the Supreme Court in ***Gian Singh vs. State of Punjab & Anr.*** reported as (2012) 10 SCC 303 as also in ***Narinder Singh & Ors. vs. State of Punjab &***



Anr. reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.

10. Accordingly, FIR No. 186/2021 dated 10.04.2021 registered under sections 498-A/406/34 IPC at P.S.: Farsh Bazar, Delhi is quashed. All proceedings arising therefrom also stand closed.
11. It is made clear that regardless of what has been stated in Clause 'h' of Memorandum of Understanding dated 30.11.2023, the settlement between the parties leading to the closure of all criminal proceedings by way of the present order, will in no way affect the rights of minor child, viz. Master Pulkit, to meet or interact with his mother nor will it affect the property rights and other rights that the child may have in relation to his parents, in accordance with law.
12. Petition stands disposed-of in the above terms.
13. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

OCTOBER 4, 2024

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